

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

GREGER LEASING CORP., a Nevada ) No. C-05-5117 SC  
corporation, )  
 )  
Plaintiff, ) ORDER GRANTING  
 ) PLAINTIFF'S MOTION TO  
v. ) ENFORCE ARBITRATION  
 ) AGREEMENT  
Barge PT. POTRERO, official number )  
523213, in rem, TED BUHL and JANE )  
DOE BUHL, individually, and the )  
marital community composed thereof; )  
BUHL DIVING & SALVAGE, a sole )  
proprietorship, in personam )  
 )  
Defendants. )  
 )  
AND ALL RELATED ACTIONS )  
 )

**I. INTRODUCTION**

Plaintiff Greger Leasing Corp. ("Plaintiff") filed a Motion to Enforce the Arbitration Agreement with Defendants Ted Buhl and Buhl Diving & Salvage ("Defendants"). Defendants and Claimants Riverview Equipment LLC and Jerico Products, Inc. ("Claimants"), the current owner and bareboat charterer of the barge, opposed the Motion. Specifically, Plaintiff seeks to engage in contractual arbitration with Defendants and exclude Claimants from participating.

For the reasons stated herein, the Court hereby GRANTS Plaintiff's Motion to Enforce the Arbitration Agreement.

**II. BACKGROUND**

The facts surrounding the maritime lien and the arrest of in rem Defendant, the Barge Pt. Potrero ("Barge"), have been set

1 forth in previous Orders of this Court, familiarity with which is  
2 presumed. For purposes of this Order, it is necessary to note  
3 that Plaintiff Greger Leasing signed a Towage Agreement (the  
4 "Agreement") with Buhl Diving & Salvage on May 28, 2005. See  
5 Chanco Decl., Exh. A. Pursuant to paragraph 17 of the Agreement,  
6 the parties agreed to arbitrate disputes under the Federal  
7 Arbitration Act, 9 U.S.C. § 1 et seq. Id. In its prior Order  
8 dated April 5, 2006, this Court granted Defendants' Motion to Stay  
9 and Compel Arbitration. See Docket No. 82. This Court ordered  
10 Plaintiff and Defendants to proceed to arbitration as provided by  
11 the Towage Agreement. Id.

### 12 **III. DISCUSSION**

13 The parties to the Agreement are Plaintiff and Defendants.  
14 Chanco Decl., Exh. A. As a result, this Court's prior Order  
15 instructed those two parties to proceed to arbitration. Docket  
16 No. 82. This did not include Claimants. As the Supreme Court has  
17 held, "an arbitration agreement must be enforced notwithstanding  
18 the presence of other persons who are parties to the underlying  
19 dispute but not to the arbitration agreement." Moses H. Cone  
20 Memorial Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 20 (1983).  
21 Furthermore, the Federal Arbitration Act "simply requires courts  
22 to enforce privately negotiated agreements to arbitrate, like  
23 other contracts, in accordance with their terms." Volt Info.  
24 Sciences v. Board of Trustees, 489 U.S. 468, 478 (1989). In light  
25 of the Supreme Court's mandate, the contractual arbitration  
26 between Plaintiff and Defendants should commence. Claimants,  
27 though unable to participate, should take comfort that the

1 Arbitration Panel's ruling will settle the key issues in dispute,  
2 saving time and expense.

3  
4 **IV. CONCLUSION**

5 The Court hereby GRANTS Plaintiff's Motion to Enforce the  
6 Arbitration Agreement. Claimants may not participate in the  
7 arbitration hearings.

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9 IT IS SO ORDERED.

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11 Dated: November 22, 2006



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13 UNITED STATES DISTRICT JUDGE  
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